IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

| RICHARD PAGE, individually and on | § | |
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| behalf of all others similarly situated | § | |
| | § | |
| PLAINTIFF | § | |
| | § | |
| Vs. | § | No. 5:15-CV-00193-RP |
| | § | |
| CRESCENT DIRECTIONAL DRILLING, | § | |
| L.P. | § | |
| | § | |
| DEFENDANT. | § | |
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JOINT MOTION TO DISMISS WITH PREJUDICE

Richard Page, individually and as the representative of the collective action members Aaron Abely, William Nash, George Sakas, James Sturgell, Shad Davidson, Randy Patton, Robert LaRosa, John Blackwood, Sal Hernandez, Sim Taylor, Justin Bobillo, Byron Bolton, Kenneth Haslam, David Lloyd, Eric Stringfellow, Dakota Ogle, Brian LaRue, Dustin Lien, Michael Hill, Garrett Peery, Jose Gonzalez, and Dara Coulon, and on behalf of Joe Lilley and Randall Hall ("Plaintiffs"), and Crescent Directional Drilling, L.P. ("Defendant"), file this Joint Motion to Dismiss with Prejudice, and respectfully show the Court as follows:

On March 13, 2015, Plaintiff Richard Page filed this lawsuit as a collective action against Defendant, alleging that he and others similarly situated had been misclassified and had not been paid overtime pursuant to the Fair Labor Standards Act. (Doc. No. 1.) Defendant filed its answer on April 7, 2015, denying all of Plaintiff's material allegations. (Doc. No. 6.) Defendant has not and does not admit to any violation of law, statute or regulation. On December 10, 2015, the Court entered an Order granting conditional certification (Doc. No. 40).

Plaintiffs and Defendant have carefully and exhaustively negotiated a settlement and have agreed to resolve all alleged disputed issues in this action.

"Ordinarily there [is] no need" for the Court to approve the settlement of a "dispute between employer and employees [because] people may resolve their own affairs, and an accord and satisfaction bars a later suit." *Walton v. United Consumer Club, Inc.*, 786 F.2d 303, 306 (7th Cir. 1986). While some circuits have held otherwise in the FLSA context, the Fifth Circuit has ruled that a private settlement agreement between employer and employee can be enforceable even in the absence of court approval, provided there exists a bona fide factual dispute, the plaintiff knew of his FLSA rights, there is "factual development of the number of unpaid overtime hours" and "of compensation due for unpaid overtime," and he had legal counsel at the time he signed the settlement agreement. *Martin v. Spring Break '83 Prods., LLC*, 688 F.3d 247, 256 n.10 (5th Cir. 2012); *Bodle v. TXL Mortgage Corp.*, 788 F.3d 159, 165 (5th Cir. 2015). Because there is "little danger of employees being disadvantaged by unequal bargaining power" when they are represented by counsel and there is a "bona fide dispute as to liability," a private FLSA settlement can be binding and enforceable without court approval. *Id.* at 255-57.

The settlement was achieved in an adversarial context; Plaintiffs are represented by competent and experienced counsel who investigated the number of overtime hours and the potential overtime due; and the settlement agreement reflects a reasonable compromise over disputed issues. The Parties believe that the settlement reached was a fair and reasonable compromise of the respective positions of both sides. Accordingly, entry of the proposed Order will "secure the just, speedy and inexpensive determination" of this action. See FED. R. CIV. P. 1.

Accordingly, Plaintiffs and Defendant jointly request that the Court dismiss this case with prejudice.

Respectfully Submitted,

/s/ Rex Burch

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that on Hugust 31, 2016, I served the following document upon counsel of record through the Court's electronic filing system as follows:

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